

**REMARKS****Overview**

Claims 1-23 are pending in this application. Claims 1, 5, 8, 11 and 13 have been amended. Claims 19-23 are new dependent claims which do not add new matter. Therefore, Applicant respectfully requests entry of these claims. The present response is an earnest effort to place all claims in proper form for immediate allowance. Reconsideration and passage to issuance is therefore respectfully requested.

**Claim Objection**

Claim 5 was objected to because the recitation "the lagoon basin" should read "the pool basin". Claim 5 has been amended per the Examiner's suggestion. Applicant respectfully requests allowance of amended claim 5.

**Examiner's Rejections Under 35 U.S.C. § 103**

Claims 1-5 and 8-14 were rejected under 35 U.S.C. § 103(a) as being unpatentable over Gustafsson, Patent No. 4,028,750 in view of Chamness, Patent No. 5,546,615.

Claim 1 as amended claims a method for covering a pool comprising among other things "forming a weld and depositing a weld joint that overlaps a portion of the upper surface of the first panel and a portion of the upper surface of the second panel so as to join the first and second panels together." Neither of the cited references teach or suggest forming a weld and depositing a weld joint that overlaps a portion of the upper surface of the first panel and a portion of the upper surface of the second panel so as to join the first and second panels together. The Chamness patent discloses an insulated cover for a pool which includes a plurality of panels joined in edge to edge relation with one another to form a panel assembly for covering the

surface of the pool. In the Chamness patent, panel tie members join the various panels together in an edge to edge relation to form the panel assembly. As seen in Figures 5 and 6 and described in column 2 starting at line 66,

[t]he panels are joined together by a plurality of panel ties 42 (FIGS. 5 and 6). First the flattened edges 28, 30 of each panel are overlapped with the flattened edges 28, 30 of the adjacent panels and the grommets 36 are placed in registered alignment as shown in FIG. 6. Then the panel tie members 42 are passed through to adjacent pairs of grommets 36 as shown in FIG. 6 with the loose ends of the tie members 42 being joined together by a conventional tie lock 44.

As this shows, the panels in the Chamness patent are held together with tie members and a conventional tie lock, they are not held together by forming a weld and depositing a weld joint that overlaps the portion of the upper surface of the first panel and the portion of the upper surface of the second panel so as to join the first and second panels together. Therefore, the current invention is not taught by Chamness patent.

In addition, claim 1 as amended is not taught or suggested by the Gustafsson patent. The Gustafsson patent discloses a cover for water-filled outdoor swimming pools. As shown in Figures 2, 4 and 6, the protective cover is in the form of a sheet made up of two films 10 and 11 which are welded together. The lower surface of film 11 is welded to the upper surface of film 10. Also these are not a plurality of panels but only one panel formed by films 10 and 11. There is nothing in the Gustafsson reference that teaches or suggests anything other than the layers of film 10 and 11 being welded together to form a solid joint where layer 11 fully covers layer 10 and therefore being unable to form a weld where one can deposit "a weld joint that overlaps a portion of the upper surface of the first panel and a portion of the upper surface of the second panel so as to join the first and second panels together.

The weld joint of the current invention 40 is shown in Figures 5 and 6 of this application. In the current invention the weld joint 40 covers a portion of the top surface 44 of a first panel and a portion of the top surface 44 of the second panel which are overlapped. This method of construction is not taught or suggested in either of the cited references. Rather, in the Gustafsson reference, the weld joint is completely contained below the upper film 11. Accordingly, claim 1 of the current invention patentably distinguishes over both the Gustafsson and the Chamness cited references.

Furthermore, the method of forming a weld and depositing a weld joint that overlaps a portion of the upper surface of the first panel and a portion of the upper surface of the second panel so as to join the first and second panels together would not be obvious in light of the cited references. The benefits of forming weld joint in this manner allows for the creation of using many small panels to create one large cover which is different from the Gustafsson patent which relies on the size of the film 10 and 11 for determining the size of the overall panel, and creating a single solid cover via the weld joints as opposed to the Chamness patent which uses holes and cables to tie many panels together. This is a great benefit over the prior art in the fact you could have a single cover with very strong welds and much more rigid than the prior art to form single cover.

Accordingly, neither Gustafsson nor Chamness teach or suggest the method of claim 1 in "forming a weld and depositing a weld joint that overlaps a portion of the upper surface of the first panel and a portion of the upper surface of the second panel so as to join the first and second panels together" under 35 U.S.C. § 102. And, it would not be obvious to one having ordinary skill in the art under 35 U.S.C. § 103. Therefore, the Applicant respectfully requests allowance of claim 1.

Claims 2-7 depend from claim 1 and are patentable for the reasons set forth as to that claim.

Claim 8 was rejected under 35 U.S.C. § 103(a) over Gustafsson in view of Chamness. Similar to claim 1, amended claim 8 claims a method for covering a pool comprising among other things "welding the lateral layers of the panels together so as to form a single blanket from the plurality of panels and depositing a weld joint that overlaps a portion of the upper surface of first panel and a portion of the upper surface of the second panel." Neither Chamness nor Gustafsson patents teach or suggest this method for covering a pool.

Again, the Chamness patent discloses a method for covering a pool using a plurality of panels joined in edge to edge relation with one another to form a panel assembly covering the surface of the pool where the panel members are joined together in edge to edge relation with the use of panel tie members, not welds.

Also like above, Gustafsson discloses a cover for water-filled outdoor swimming pools where as seen in Figures 2, 4 and 6 "the protective cover is in the form of a sheet made up of two films 10 and 11 which are welded together." But as seen in the figures, the welds are formed where the two layers 10 and 11 are sandwiched together without their being an edge for there to be "a weld joint that overlaps a portion of the upper surface of the first panel and a portion of the upper surface of the second panel." As a result, neither Chamness nor Gustafsson disclose, teach, or anticipate the weld joint of the current invention.

Since neither of the cited references teach the weld joint of amended claim 8, it cannot therefore be obvious to one ordinarily skilled in the art to create a weld joint as in the current invention. Furthermore, since neither of the cited references teach the weld joint of the current

invention there is nothing to combine which would make the current invention obvious.

Therefore, the Applicant respectfully requests allowance of claim 8.

Claims 9 and 10 depend from claim 8 and are patentable for the reasons set forth as to that claim.

Claim 11 was rejected under 35 U.S.C. § 103(a) as being unpatentable over Gustafsson in view of Chamness. Amended claim 11 claims a cover for a lagoon comprising among other things "lateral layers having an upper surface and a lower surface; each upper surface roughed up to receive a weld joint; each of the plurality of panels having pairs of the lateral layers thereof welded to one another forming a weld joint partially covering the upper surfaces of the upper layer and the lower layer to form a singular blanket from the plurality of panels." Again, as discussed above neither of the cited references disclose, teach or suggest the weld joint of the current invention. The joints of the insulated cover in the Chamness patent are held together with panel tie members to hold the panels together to create one blanket from many small panels. In the Gustafsson patent the layers are welded together so that one layer 11 overlaps the other layer 10 completely. Also, the weld joints completely overlap layer 10 and therefore Gustafsson does not teach "a weld joint partially covering the upper surfaces of the upper layer and the lower layer to form a singular blanket from the plurality of the panels." Since neither of the cited references teach the current invention, it would not be possible for the current invention to be obvious in light of the cited references. Therefore, the Applicant respectfully requests allowance of claim 11.

Claims 12-16 depend from claim 11 or a claim that depends from claim 11 and therefore they are patentable for the reasons set forth as to that claim.

Claims 6, 7, 15 and 16 were rejected under 35 U.S.C. § 103(a) as being unpatentable over the modified Gustafsson in view of Morgan, U. S. Patent No. 5,400,549. These claims depend from claims not taught by either of the cited references.

The Morgan patent discloses an inflated removable pond cover for settling ponds. The pond cover comprises a plurality of sealed panel units containing insulation. The panel units are linked together by means of a system of cables which pass through grommets in the panel units. As a result, the Morgan patent does not teach a cover which has lateral layers "welded to one

another forming a weld joint partially covering the upper surfaces of the upper layer and a lower layer to form a singular blanket from the plurality of the panels." Gustafsson, as discussed above, also does not disclose the weld joint for holding the panels together of the current invention. Therefore, since neither of the cited references disclose the current invention, there would be nothing combine to make it obvious to create the current invention. As a result, claims 6, 7, 15 and 16 are patentable. Thus, Applicant respectfully requests allowance of these claims.

#### **New Claims**

Claims 17-19 are new claims that depend from claim 1. The source of these claims is disclosed in the first two paragraphs of page 6 of the original specification. Therefore, no new matter is added and Applicant respectfully requests entry of these claims. In addition, these claims depend from amended claim 1 which, as described above, is allowable. Thus, Applicant respectfully requests allowance of claims 17-19.

Claims 20-22 are new claims that depend from claim 8. The source of these claims is disclosed in the first two paragraphs of page 6 of the original specification. Therefore, no new matter is added and Applicant respectfully requests entry of these claims. In addition, these claims depend from amended claim 8 which, as described above, is allowable. Thus, Applicant respectfully requests allowance of claims 20-22.

Claim 23 is a new claim that depends from claim 11. The source of this claim is disclosed in the first two paragraphs of page 6 of the original specification. Therefore, no new matter is added and Applicant respectfully requests entry of claim 23. In addition, claim 23 depends from amended claim 11 which, as described above, is allowable. Thus, Applicant respectfully requests allowance of claim 23.

In view of the foregoing, Applicant respectfully requests that a Notice of Allowance be issued. If prosecution of the present application can be facilitated by a telephone interview, Applicant invites the Examiner to telephone Applicant's attorney at the below identified telephone number.

**Conclusion**

Please charge Deposit Account No. 26-0084 in the amount of \$27.00 to cover the fee for three additional claims over 20. No other fees or extensions of time are believed to be due in connection with this amendment; however, consider this a request for any extension inadvertently omitted, and charge any additional fees to Deposit Account No. 26-0084.

Respectfully submitted,



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